

additional cables and wires, amplifiers, converters, splitters, taps, junction boxes, pull boxes, lock-boxes, cable terminal wall plates, and devices appurtenant to the foregoing (materials and equipment from time to time included in the preceding clauses (i) and (ii), as the same may be replaced or supplemented during any period that the Building is being serviced, collectively, the "Cable Facilities"), in order that Paragon may provide cable television and other services to each unit within the Building in accordance with the terms of the Franchise Agreement and otherwise as permitted under applicable provisions of federal, state and local law;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Owner and Paragon hereby covenant and agree as follows:

1. Design of the Conduit System. Paragon shall design, or at Owner's election shall assist an architect or contractor designated by Owner to design, the Conduit System. The plans for the Conduit System shall be subject to the approval of Paragon and Owner. Following joint approval, the plans shall be annexed to and be deemed incorporated in this Agreement as Exhibit A, and shall not be subject to modification except upon the joint written approval of both Paragon and Owner or Owner's designated architect or contractor.

2. Installation of Conduit System and Cable Facilities. (a) Upon joint approval of the plans for the Conduit System, Paragon shall cause the Conduit System to be installed in the Building in conformance with such plans. Installation work shall be carried out, to the extent feasible, at times permitting coordination with other ongoing Building-related construction performed by Owner. Paragon shall bear the entire cost of the Conduit System, including labor and materials.

(b) Paragon, at its sole expense, shall install the Cable Facilities in and appurtenant to the Conduit System, as well as such equipment as is necessary to activate the Cable Facilities. The Cable Facilities shall be installed concurrently with or within a reasonable time after the completion of the Conduit System or portions thereof, as Paragon deems appropriate.

(c) For purposes of subsections (a) and (b) above, Paragon, at its sole expense, may utilize the services of one or more contractors to be chosen by Paragon, provided that Paragon shall supervise the work of any such contractors to insure that the work is carried out in conformance with the plans and in a good and workmanlike manner.

(d) Following completion of the work contemplated by this paragraph, Paragon shall activate the Cable Facilities and perform such tests and inspections in and about the Premises in respect of the Cable Facilities and the Conduit System which

it deems appropriate to permit cable television service to be made available through the Conduit System to residents and tenants as and when they occupy the Building.

3. Maintenance and Repair of the Conduit System; Owner's Property. Subject to the rights and privileges of Paragon under this Agreement, as between Owner and Paragon the Conduit System shall upon installation be and remain the property of Owner. If subsequent to Paragon's commencement of service to residents of the Building, Owner fails to repair or restore the Conduit System within a reasonable time following its receipt of any notice from Paragon that such repairs or restoration are required, Paragon, at its sole option, may (i) effectuate such repairs or restoration or (ii) bypass any malfunction or defect in the Conduit System by removing, replacing and/or relocating any equipment or component of the Cable Facilities or installing any additional equipment, splitters, taps, wires, moldings, conduits, cables, amplifiers, and all devices appurtenant thereto (the "Additional Equipment") into, out of, across, through, on, over, or under the Building or the Premises. The location of any Additional Equipment to be installed shall be subject to Owner's approval, which shall not be unreasonably withheld or delayed.

4. Easements, Rights and Privileges. (a) Owner hereby grants Paragon, its employees and independent contractors an easement for access in, to, through, on and over the Conduit System and such portions of the Premises as must reasonably be accessed in order to perform the work and provide the services contemplated hereunder, including the installation, maintenance, repair or replacement of any portion of the Cable Facilities or the removal of any portion of the Cable Facilities that Paragon in its sole discretion determines to be no longer necessary.

(b) Paragon represents, and Owner acknowledges, that in order for Paragon to provide optimal service through the Conduit System, the Conduit System must be kept secure and free of interference from other persons or entities not under the control of Paragon. For this reason and to protect Paragon's substantial investment in equipment and facilities in and appurtenant to the Conduit System, and in consideration of Paragon's substantial efforts and expenditures in designing and installing the Conduit System in the Building prior to its occupancy, Paragon's right and privilege to utilize, and install equipment or facilities in, the Conduit System, including inside any junction boxes, pull boxes, lockboxes, or gem boxes appurtenant to the Conduit System, shall be exclusive, and Owner shall not permit any other person to utilize, or install equipment or facilities in or appurtenant to, the Conduit System without Paragon's prior written consent.

(c) In order to amplify and effectuate certain of the rights and easements contemplated under or granted pursuant to this Agreement, Owner and Paragon shall execute, acknowledge, and deliver the "Easement Agreement", a copy of which is annexed

hereto as Exhibit B, together with any other real property returns, affidavits or forms necessary in order to record such Easement Agreement among the land records of the county in which the Premises is located.

5. Paragon's Property; Non-Interference; Work by Paragon. (a) The Cable Facilities and any Additional Equipment shall, as between Paragon and Owner, remain the sole property of Paragon, and nothing herein shall be deemed to create any property interest herein in Owner or any other person or entity. Without in any way limiting the inclusiveness of the terms Cable Facilities and Additional Equipment as defined above and Paragon's property rights therein, it is specifically acknowledged by the parties that any and all junction boxes, pull boxes, and/or lockboxes installed by Paragon in common areas of the Building to house Paragon's taps, splitters, connectors, or cables shall remain the sole property of Paragon. Upon termination of this Agreement, Paragon shall be entitled at its option to remove all or any portion of the Cable Facilities and any Additional Equipment. Any and all costs incurred in the installation, maintenance, repair and removal of the Cable Facilities and any Additional Equipment shall be borne by Paragon.

(b) Neither Owner nor anyone acting by or under the Owner's authority shall (i) tamper, interfere or interconnect with, make any alterations to, or remove or (ii) knowingly suffer or permit any party not specifically so authorized in writing by Paragon to tamper, interfere or interconnect with, make any alterations to, or remove any part of the Cable Facilities or Additional Equipment.

(c) Paragon reserves the right at any time during the term of this Agreement to affix or incorporate locks and security devices and identifying labels or legends on any and all of its Cable Facilities and Additional Equipment for the purpose of protecting the integrity of Paragon's service and the security of its property and/or to assist Paragon technicians in carrying out maintenance, repairs, installations, and disconnections at the Building. Failure to affix or incorporate a lock or security device or a label or legend to any Cable Facilities or Additional Equipment shall not imply that Paragon has relinquished title to or abandoned ownership of any such property. Owner shall not remove, damage, or deface, or suffer any other person to remove, damage, or deface, any identifying label or legend or any lock or security device affixed or incorporated by Paragon pursuant to this Agreement.

(d) All work performed by Paragon pursuant to this Agreement shall be performed in a good and workmanlike manner. Paragon shall be liable for any damage done to the Premises and caused by the installation, operation, maintenance, repair or removal of the Cable Facilities or any Additional Equipment. At Owner's request, Paragon shall provide Owner with

a Certificate of Insurance covering Paragon against bodily injury or property damage liability with a combined single occurrence limit of \$1,000,000.

6. Modification, Waiver, etc. This Agreement (including the exhibits hereto) embodies the entirety of the understandings of the parties in respect of the subject matter hereof and supersedes any prior agreements, promises, proposals, representations, negotiations or understandings between the parties regarding the subject matter hereof. No modification or amendment to or waiver of this Agreement shall be binding or effective unless it is in writing and executed by the parties hereto. No waiver of any breach of any provision of this Agreement or of any default hereunder shall be deemed a waiver of any other breach or default of this Agreement.

7. Term. This Agreement shall remain in effect for so long as Paragon is authorized to provide cable television or other services in the area of the City that includes the Premises and for so long as the Building is located on the Premises.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be sent by United States Mail, certified, return receipt requested, addressed as set forth below, and shall be deemed to have been duly given when delivered or when delivery is rejected as evidenced by the return receipt, provided, however, that when delivery is received on any day which is a Saturday, Sunday or legal holiday in the State of New York (all other days being considered "business days"), delivery shall be deemed to have been made on the next succeeding business day.

If to Paragon, at:

Paragon Cable Manhattan

5120 Broadway

New York, New York 10034

Attn: Director of Real Estate

with a copy to the same address to the attention
of the Office of the General Counsel

If to Owner, at:

with a copy to:

The name or address of any party to receive notice may be changed by delivery of notice to such effect in the manner provided above.

9. Binding Effect. This Agreement and the covenants contained herein shall run with the land and shall inure to the benefit of and be binding upon Paragon's successors and assigns and Owner's successors and assigns owning all or any portion of the Premises; provided, however, that if the Premises are subjected to condominium regime, the board of managers or similar body from time to time exercising control over the common elements of the Building shall alone be entitled to enforce any of the benefits of this Agreement inuring to Owner. Owner shall disclose the existence of this Agreement to any person who purchases or acquires an interest in the Premises or the Building, and in any Offering Plan, Prospectus, or similar offering materials transmitted to any person who purchases or acquires a unit in the Building or stock in a cooperative corporation that may hereafter own the Premises or the Building.

10. Authority. Each individual executing this Agreement by affixing his or her signature hereto thereby warrants and represents that he or she is authorized to execute and deliver the same thereby binding the party for which he or she is so acting.

11. Applicable Laws and Regulations. In the event any provision of this Agreement shall be determined to be void or unenforceable by a court or agency of competent jurisdiction (such determination being no longer subject to review or appeal), the Agreement shall remain in full force and effect as to all other provisions and shall be interpreted and construed so as to accomplish its principal purpose of permitting Paragon to provide safe, adequate, and reliable service to residents and lawful occupants in accordance with applicable laws, regulations, and franchise requirements. Nothing herein shall constitute a waiver by Paragon of its rights under any laws or regulations affecting the installation, operation or removal of cable television facilities and the provision of service.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

PARAGON COMMUNICATIONS, d/b/a
Paragon Cable Manhattan

By: _____

Name:

Title:

Dated: _____

FOR OWNER

By: _____

Name:

Title:

Dated: _____

EXHIBIT 1

TO AGREEMENT BY AND BETWEEN

PARAGON COMMUNICATIONS,

d/b/a/ Paragon Cable Manhattan, and

[Metes and bounds description of the Premises]

EXHIBIT A

TO AGREEMENT BY AND BETWEEN
PARAGON COMMUNICATIONS,
d/b/a Paragon Cable Manhattan, and

[Approved Plans]

EXHIBIT B

TO AGREEMENT BY AND BETWEEN
PARAGON COMMUNICATIONS,
d/b/a Paragon Cable Manhattan, and

[Easement Agreement]

EASEMENT AGREEMENT

AGREEMENT effective as of _____, 1994 by and between PARAGON COMMUNICATIONS, a Colorado partnership, d/b/a Paragon Cable Manhattan, and having an office at 5120 Broadway, New York, New York 10034 ("Paragon") and _____, having an address at _____ ("Owner").

W I T N E S S E T H:

WHEREAS, Owner, as the owner of a certain plot or parcel of real property commonly known as _____ New York, New York, located in the County, City and State of New York, designated as Block _____ Lot _____ on the Tax Map of New York County, and more particularly described in metes and bounds on Exhibit 1 annexed hereto, together with certain buildings, fences, walls and other structures and improvements (collectively, the "Building") constructed or being constructed upon said real property (the "Premises"), and Paragon, as the operator of a business providing cable television and other services within areas including the Premises in accordance with the terms of its franchise agreement with The City of New York (such franchise agreement, as the same hereafter may be supplemented, amended, extended or renewed (the "Franchise Agreement") and otherwise as permitted by applicable provisions of federal, state and local law, have entered into a certain agreement, dated as of _____, 1994 (the "Basic Agreement"), providing for the installation in the Building of an internal conduit system, more particularly described in the Basic Agreement (the "Conduit System"), and the installation, monitoring, maintenance, service, repair, restoration, replacement, and removal by Paragon of certain "Cable Facilities" together with certain "Additional Equipment", all more particularly described in the Basic Agreement; and

WHEREAS, pursuant to the Basic Agreement Owner has agreed to grant to Paragon certain rights, privileges and easements, in respect of the Conduit System and the Building for the respective purposes hereinafter described and upon the terms and provisions hereafter set forth;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby grant to Paragon, its heirs, administrators, executors and assigns the following irrevocable easements on, in, to, over and

under such portions of the Premises hereinafter described; and Owner and Paragon hereby covenant and agree as follows:

1. Owner hereby grants to Paragon the sole and exclusive right, privilege and easement to utilize the Conduit System for all purposes permitted under the Basic Agreement.

2. Additionally, Owner hereby grants to Paragon, its employees and agents the right, privilege and easement to construct, install, maintain, inspect, replace, restore or relocate all components constituting the Cable Facilities and any Additional Equipment in and through the Premises for all purposes permitted under the Basic Agreement and in connection therewith the right, privilege and easement to Paragon, its employees and independent contractors to ingress and egress to and from the Building.

3. Neither Owner nor anyone acting by or under Owner's authority shall (i) tamper, interfere or interconnect with, make any alterations to, or remove, or (ii) knowingly suffer or permit any party not specifically so authorized in writing by Paragon to tamper, interfere or interconnect with, make any alterations to, or remove any part of the Cable Facilities, or any Additional Equipment.

4. The Cable Facilities and any Additional Equipment shall, as between Paragon and Owner, remain the sole property of Paragon, and nothing herein shall be deemed to create any property interest herein in Owner or any other person or entity. Upon termination of the Basic Agreement, Paragon shall be entitled at its option to remove all or any portion of the Cable Facilities and any and all Additional Equipment. Any and all costs incurred in the installation, maintenance, repair and removal of the Cable Facilities and any Additional Equipment shall be borne by Paragon.

5. Paragon shall have and hold the easements granted hereby for so long as Paragon is authorized to provide cable television or other services in the area of the City that includes the Premises. Owner hereby warrants to Paragon that it is fully authorized to enter into this Agreement and grant the easements contemplated herein.

6. In the event any provision of this Agreement shall be determined to be void or unenforceable by a court or agency of competent jurisdiction (such determination no longer being subject to review or appeal), the Agreement shall remain in full force and effect as to all other provisions and shall be interpreted and construed so as to accomplish its principal purpose of permitting Paragon to provide safe, adequate, and reliable service in accordance with applicable laws, regulations, and franchise requirements. Nothing herein shall constitute a waiver by Paragon of its rights under any laws or

regulations affecting the installation, operation or removal of cable television facilities and the provision of service.

7. This Easement Agreement together with the Basic Agreement alone embody the understandings of the parties in respect of the subject matter hereof and supersede any prior agreements, promises, proposals, representations, negotiations or understandings between the parties regarding the subject matter hereof. No modification or amendment to or waiver of this Agreement shall be binding or effective unless it is in writing and executed by the parties hereto. No waiver of any breach of any provision of this Agreement or of any default hereunder shall be deemed a waiver of any other breach or default of this Agreement.

8. This Agreement and the covenants contained herein shall run with the land and shall inure to the benefit of and be binding upon Paragon's successors and assigns and Owner's successors and assigns owning all or any portion of the Premises; provided, however, that if the Premises are subjected to condominium regime, the board of managers or similar body from time to time exercising control over the common elements of the Building shall alone be entitled to enforce any of the benefits of this Agreement inuring to Owner.

9. Each individual executing this Agreement by his or her signature hereto thereby warrants and represents that he or she is authorized to execute and deliver the same thereby binding the party for which he or she is so acting.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement to be effective as of the date first above written.

PARAGON COMMUNICATIONS,

Witness:

d/b/a Paragon Cable Manhattan

By: _____

Print Name:

(Title)

Dated: _____

[OWNER]

Witness:

By: _____

Print Name:

Print Name:

Print Title:

Dated: _____

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